

# HOUSING LEASE FUTURES

Volume 1, Issue 4— 27 May 2011



## LEASE CONSULTATION

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## THE DRAFT 2011 LEASE—THE COMING PEACE

A draft 2011 Lease has now been prepared by the Lease Sub Committee.

The draft lease is reproduced on pp 1-3 of this newsletter—the last Housing Lease Futures newsletter.

A copy of this edition is also on the SEHC web site.

### Board Endorsed

The draft was endorsed by the board at a meeting on 27 May 2011 and will now go to a general meeting of members on the 25 July 2011.

DHS will be consulted about the lease after the general meeting of members. In a letter of 16 May 2011, Anthony Hardy, Director, Housing Registrar, has advised: "I have advised the Office of Housing of the status of your lease agreements and they agree that it would be appropriate for you to consult your members prior to consultation with their office."

The lease is the result of three meetings of the Lease Sub Committee on 15 April, 6 and 13 May 2011.

The board would like to thank the following members of the Lease Sub Committee who were able to attend meetings of the committee:

Shirley Faram (Chairperson)

Joy Haines (Tenancy Officer)

Melinda Jonstone

Natalie Leddick (Acting Secretary)

Andrea Lee (Director)

Andrea Lennon

Ian McLaren (General Manager)

Greg Nolan

Michaline Sweeney

Maggie Tucker

### Shared Common Goal

Shirley Faram, SEHC Chairperson, said: "On behalf of the board I would like to thank all members of the Lease Sub Committee in developing the proposed 2011 Lease."

"The Lease Sub Committee worked well and this was because all participants shared the common goal of developing a new 2011 Lease."

"The lesson is simple—you can achieve when the board and members are united and work together."

"Of course, there are differences but what unites us as a co-operative is more important than our differences."

"I look forward to the response from members and the vote at the general meeting on 25 July 2011."

### Member Manual Changes

The board has also adopted in principle recommendations of the Governance and Policy Committee for changes to the Member Manual subject to advice from the Lease Sub Committee.

This follows recognition by the board that the Residential Tenancies Act does not provide for non-standard items.

On p 4 of this newsletter you will find the proposed changes to the Member Manual that are under consideration.

## THE PROPOSED 2011 LEASE

At its meeting on 27 May 2011, the board endorsed release of the draft lease and referred advice on the lease by CEHL to the next meeting of the Lease Sub Committee on 03 June 2011

### **2011 Draft Lease Residential Tenancy Agreement (Five Years Minus One Day Renewable Lease)**

This agreement is made on the.....at Dandenong

Between SouthEast Housing Co-operative Limited (SEHC) (Landlord)

And.....(Tenant)

#### **1. PREMISES**

The Landlord (SEHC) lets to the Tenant the premises known as:.....

#### **2. RENT**

Commencing on.....

\$ .....per week is the current maximum rent of the property (Market Rent). This may be reviewed from time to time as directed by the Office of Housing.

(a) This may be reduced depending on the household's composition or income. At the commencement date of this Agreement the Assessed Rent is \$.....

(b) SEHC reserves the right to review household income and rental charges annually as directed by the Department of Human Service's Department of Housing (DOH) and to vary rental charges in accordance with the rental rebate formulae.

(c) The rent shall be paid 2 weeks in advance by the tenant to the Commonwealth Bank by means of a deposit book provided to the tenant from time to time by SEHC or by a direct debit arrangement, or by Centre-Pay or online banking.

#### **3. PERIOD**

The period of this agreement shall be 5 years minus one day commencing on.....

If at the expiration of this agreement, neither party terminates the agreement in accordance with the provisions of the Residential Tenancies Act (1997), the tenant may express the option to renew this agreement for a period of 5 years minus one day.

#### **4. CONDITION OF PREMISES**

(a) The landlord (SEHC) shall make sure the premises are maintained in good repair.

(b) In the event of an emergency maintenance requirement the tenant should follow the Emergency Maintenance Procedure attached.

#### **5. RESIDENTIAL TENANCIES ACT 1997 (RTA)**

Both parties to this agreement shall comply with the provisions of the RTA (1997) and any subsequent amendments as they apply.

#### **6. PAYMENT OF UTILITY CHARGES**

The Tenant is responsible for the payment of gas, telephone, electricity and water usage charges where separate meters are provided.

#### **7. TENANT CAUSED DAMAGE**

The Tenant is liable for all damages that are negligently or willfully caused to the premises in accordance with the Residential Tenancies Act (1997). The tenant must take reasonable care to avoid damaging the premises and any common areas. The tenant who becomes aware of damage to the rented premises must give notice to the landlord( SEHC) of any damage to the premises as soon as practicable.

#### **8. OWNER'S CORPORATION**

Tenants residing in units and/or properties under a owner's corporation agree to abide by all rules and regulations pertaining to these premises.

(Note: Owner's Corporation is now the term used for Body Corporate.)

## 9. QUIET ENJOYMENT

The landlord (SEHC) shall take all reasonable steps to ensure the tenant has quiet enjoyment of the premises according to the Residential Tenancies Act (1997)

## 10.SMOKE ALARMS

The Tenant is responsible to check smoke alarms regularly and report any faults to the Property Maintenance Officer.

## 11.SWIMMING POOLS

The Tenant is required to comply with current Government legislation in regard to swimming pools and safety fencing at their own expense.

## 12 RESPONSIBILITY FOR REFUSE

The Tenant is responsible for the disposal of rubbish and re-cycling of recyclable materials via local municipal arrangements.

## 13 GARDEN MAINTENANCE

The Tenant is responsible for garden maintenance and the disposal of any garden cuttings.

## 14. ASSIGNMENT OR SUB-LETTING

The tenant (s) shall not assign or sub-let the whole or any part of the premises without the consent of SEHC. The landlord's (SEHC) consent shall not be unreasonably withheld. SEHC, as Landlord (SEHC), pursuant to section 83 of the Residential Tenancies Act 1997, may withhold consent if the ground for withholding that consent is that the assignment or sub-letting would disadvantage persons on a housing waiting list.

## 15. STRUCTURAL ALTERATION

The Tenant must not without the Landlord's (SEHC) consent make any structural alteration, renovation or addition to the Premises.

## 16. LOCKS

(a) The landlord (SEHC) must provide locks to secure all external doors of the rented premises. The tenant shall not change the locks without the landlord's (SEHC) consent. The landlord (SEHC) will retain a set of keys to these locks and supply a set to the tenant.

(b) If the landlord (SEHC) or tenant changes any external door or window lock, he or she must as soon as practicable give a key to the lock to the other party. The landlord (SEHC) shall only enter the premises by use of the key so provided in case of emergency and in accordance with the Residential Tenancies Act.

## 17. ADDITIONAL TERMS

### (a) Information and Privacy

The Tenant shall provide on request any information which SEHC may require in order to assess rental cost in accordance with the DOH income and eligibility criteria. The tenant must not provide false information.

### (b) Rules of the Co-operative:

The tenancy agreement is conditional upon the tenant being a member of SEHC and agreeing to be bound by the rules and policies of SEHC.

## PRIVACY STATEMENT

Our office is required to collect personal information from you in order to manage your tenancy. The information collected may be disclosed to tradesmen, government departments or bodies, tribunals, courts, owner's corporation management, insurance companies or other related third parties necessary to manage your property in a safe and efficient manner or as is required by law.

If you would like access to your information or wish to correct incomplete or out of date information, please contact our office with your request in writing.

With the lease is attached current housing standards as per SEHC's Member Manual – Rights and Obligations (November 2009) and your emergency maintenance procedures and contacts.

Signature on behalf of Landlord (SEHC).....

Signature of Tenant/s ..... Date ..... / ..... / .....

## **PROPOSED MEMBER MANUAL CHANGES**

*Section 4.1.5 would be renamed Items—rather than Standard Items The provision of external sun blinds would be for people over 60 years of age—not 70 as currently stated. Also under consideration is extending the list of items as in previous member manuals such as the Policy & Procedures Manual (June 2005) e.g. stoves, dual flush toilet system, letterbox and hot water service.*

### **4.1.5 Items**

Apart from what is required under the *Residential Tenancies Act*, SEHC will provide:

Security doors to all external doors

Fly screens to all opening windows

Chain operated holland blinds to all windows (unless opaque glass)

Exhaust fans in bathroom and any kitchen, toilet or laundry without a window.

External sun blinds on westerly windows for older people's dwellings (over 60 years old) and people with disabilities.

Television aerials will be installed and repaired.

One garden shed with a concrete floor if there is no garage.

Four bedroom houses with two separate living areas are entitled to a second heater.

*Following clause 4.1.5.1 would be new and replace current 4.1.7*

#### **4.1.5.1 Air conditioners, spas, barbecues and dishwashers**

These items will be repaired and maintained if in an existing property at the commencement of a tenancy and/or were authorised in writing by SEHC if subsequently installed by the tenant.

They will be replaced as long as the tenant remains in the property and replacement of the items is necessary.

People with disabilities, older people and people with certain medical conditions can apply for the items to be installed into their homes where supporting medical documentation is supplied,

With properties without these items, the tenant must seek written authorisation for their installation and this will be subject to the tenant agreeing in writing to repair and maintain these items. The tenant must use qualified tradespeople for installation and service.

If the tenant vacates the property, the tenant is liable for the cost of removing these items unless SEHC decides to retain the items in the property.

*The current provisions in each of the following in 4.1.5 would be retained but with numbers:*

Floor boards

Window Covering

Service of Heating

Pest Removal

Replacement of Sub Standard Items

*Delete section 4.1.7 Non Standard Items*